

Pocahontas

CWA #7173 (Public Works)

7/1/2006 6/30/2009



City of Pocahontas

And

Communications Workers of America

Contract

Effective Date: July 1, 2006
Termination Date: June 30, 2009
#2458
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INDEX

	PAGE
ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – INTENT AND PURPOSE	1
ARTICLE 4 – EQUAL OPPORTUNITY	1
ARTICLE 5 – DEFINITIONS	2
ARTICLE 6 – UNION RIGHTS AND RESPONSIBILITIES	2
ARTICLE 7 – NO STRIKE	3
ARTICLE 8 – DUES CHECK OFF AND INDEMNIFICATION	3
ARTICLE 9 – SENIORITY AND LAYOFF	3
ARTICLE 10 – DISCIPLINARY ACTION	4
ARTICLE 11 – RESIGNATIONS	4
ARTICLE 12 – RESIDENCE	4
ARTICLE 13 – JOB SELECTION AND PROMOTION	4
ARTICLE 14 – RETIREMENT	5
ARTICLE 15 – HOURS OF WORK AND OVERTIME	5
ARTICLE 16 – HOLIDAYS	6
ARTICLE 17 – VACATIONS	6
ARTICLE 18 – PERSONAL LEAVE	7
ARTICLE 19 – MILITARY LEAVE	7
ARTICLE 20 – JURY DUTY	7
ARTICLE 21 – MATERNITY LEAVE	7
ARTICLE 22 – VOTING	8
ARTICLE 23 – FUNERAL LEAVE	8
ARTICLE 24 – SICK LEAVE	8
ARTICLE 25 – INSURANCE	9
ARTICLE 26 – PHYSICAL EXAMINATION	10
ARTICLE 27 – MILEAGE/EXPENSES	10

	PAGE
ARTICLE 28 – ON-CALL DIFFERENTIALS AND CALL OUT PAY	11
ARTICLE 29 – LICENSING FEES	11
ARTICLE 30 – SAFETY	11
ARTICLE 31 – GRIEVANCE PROCEDURE	12
AUTHORITY OF ARBITRATOR	13
ARTICLE 32 – BREAKFAST MEAL ALLOWANCE	14
ARTICLE 33 – PAYROLL	14
ARTICLE 34 – JOB TITLES	14
ARTICLE 35 – WAGES	14
ARTICLE 36 – DURATION	15
ARTICLE 37 – MANAGEMENT RIGHTS	15
ARTICLE 38 – SAVINGS CLAUSE	15
APPENDIX A	16
APPENDIX B – GRIEVANCE REPORT FORM	18

ARTICLE 1

PREAMBLE

This Agreement is executed by the City of Pocahontas, hereinafter called "Employer" and the Communications Workers of America, hereinafter called "Union."

ARTICLE 2

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees in the following described unit as defined by the Iowa Public Employees Relations Board in Case No. 2788: All City employees in the following departments: sewer, street/water and electric; excluding Department Superintendents, employees of various boards and commissions and all employees of the police department.

ARTICLE 3

INTENT AND PURPOSE

Section 1. The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Pocahontas.

Section 2. The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the City, the Union, and the employees covered by this Agreement, and to assure effective and efficient operations of the City of Pocahontas.

Section 3. It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of any claimed grievances, and to prevent any strikes, work stoppages or other interruptions of work or interference with the City's operations.

ARTICLE 4

EQUAL OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment as to hiring or termination, wages, training, upgrading, transfer, lay-off, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, physical disability, mental disability, martial status, veteran status, or because of relationship to other employees by blood or marriage.

Section 2. There shall be no nepotism except with the approval of the City Council.

ARTICLE 5

DEFINITIONS

Section 1. A probationary employee is one who has not completed 180 consecutive calendar days of continuous service as an employee of the City. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted to permanent full-time employees and the terms of employment shall start as of the employment date.

Section 2. A permanent full-time employee is one who has satisfactorily completed the probationary period.

ARTICLE 6

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 3. For the purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during non-working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 4. Upon certification from the Union the Employer will grant to any employee designated by the Union, the reasonable and necessary time off, service requirements permitting, not to exceed five consecutive working days at any one time without pay and without loss of seniority to handle Union business, including attendance at Union meetings and conferences. It is agreed that not more than one employee shall be so engaged at any one time. The Employer shall be given fourteen (14) working days advanced notice in advance of the beginning date and of the probable duration of such absences. The Employer will not discriminate against any such employee absenting himself for any of the above reasons. There shall be a maximum of twenty-two (22) working days during any contract year to be granted under this Section.

ARTICLE 7

NO STRIKE

Section 1. Section 12 of the Public Employment Relations Act shall be considered a part of this Agreement.

ARTICLE 8

DUES CHECK OFF AND INDEMNIFICATION

Section 1. The Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization. The deductions will be for monthly Union dues and initiation fees in the amounts certified in such authorizations. The Employer will remit such monies to the Secretary-Treasurer of the Union not later than the fifteenth (15) day of the succeeding month.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days written notice to the City and to the Union and shall automatically be canceled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 9

SENIORITY AND LAYOFF

Section 1. Seniority is defined as an employee's length of continuous service with the City from his most recent date of hire.

Section 2. In the event the Employer determines that employees must be laid off, seniority shall govern.

Section 3. Those employees to be laid off will be notified in writing as soon as possible. Laid off employees shall advise the Employer of their current address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 4. The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within 30 days.

Section 5. The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding six (6) months of his seniority, whichever is less.

ARTICLE 10

DISCIPLINARY ACTION

Section 1. Any employee is subject to discharge, suspension or demotion for just cause.

Section 2. The City will notify the employee in writing of any suspension, demotion, or discharge action giving reasons therefore.

Section 3. The question of whether "just cause" exists for the suspension, demotion, or discharge shall be subject to the grievance and arbitration procedure provided herein.

Section 4. Nothing in the foregoing shall prevent the City from immediately removing an employee, for cause, from the premises, or assignment pending final disposition of the case.

ARTICLE 11

RESIGNATIONS

Section 1. Probationary and permanent employees are expected to present resignations at least ten (10) working days prior to departure.

Section 2. Accrued vacation will be honored.

ARTICLE 12

RESIDENCE

Section 1. All full-time City employees must live within the City limits of Pocahontas (excludes any employees employed by the City before 12-14-82).

ARTICLE 13

JOB SELECTION AND PROMOTION

Section 1. Job selection and promotions shall be based upon the following:

1. The skills, knowledge and ability of an applicant based upon education, training, and experience.
2. Job performance factors such as judgment, work habits, quantity of work and quality of work.
3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification. Where a person presently employed by the employer is selected to

fill a vacancy, the rate of pay shall not be less than the employee is presently receiving except in the case of demotion, voluntary transfer or disciplinary action.

4. All vacancies will be posted in writing at least five (5) days before it is filled by a new hire.
5. Interested employees must bid on jobs in writing during the five (5) day period by submitting written bids to the City Administrator.

ARTICLE 14

RETIREMENT

Section 1. Upon retirement or upon death at any age, such employee shall receive all earned pay, plus vacation time accumulated. In the event of death, the estate of such employee will receive the payroll warrant.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section 1. The Article is intended to set forth the normal work week, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week.

Section 2. The normal work week shall consist of five (5) consecutive eight (8) hour days, normally Monday through Friday exclusive of unpaid lunch periods. However, weekly schedules may be changed upon two weeks written notice to the employee.

Section 3. All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate. If the City requires overtime in a week which contains an observed holiday, the holiday will count as time worked. Vacation time, sick leave, funeral leave, jury duty or other time off with pay shall be counted as time worked when computing overtime. However, if the Employer demands because of budget reasons, compensation time shall be taken by employee. Compensation time shall be taken at the rate of one and one-half (1-1/2) hour off for each hour worked. All paid leave time shall count as time worked when computing overtime.

Section 4. All overtime shall be determined and must be authorized by the Employer.

Section 5. Employees will receive two fifteen (15) minute breaks each day, at times scheduled by the Employer. Employees will receive one hour unpaid lunch period, at time scheduled by the Employer.

Section 6. It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements.

ARTICLE 16

HOLIDAYS

Section 1. Employees shall be granted **eight** and one-half (**8-1/2**) paid holidays:

New Year's Day	Labor Day
Good Friday Afternoon	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
(1) Floating Holiday	

Section 2. Designated holidays falling on a Saturday, the preceding Friday will be observed as a holiday, and if the designated holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 3. Employees shall be paid one and one-half (1-1/2) times his regular pay with a minimum of two hours call out on holidays in addition to his regular pay for all hours worked on a designated holiday.

ARTICLE 17

VACATIONS

Section 1. All permanent full-time employees shall receive paid vacation based on the following schedule:

<u>Service Time</u>	<u>Vacation Eligibility</u>
1 Year	5 Working Days
3 Years	10 Working Days
6 Years	12 Working Days
8 Years	15 Working Days
10 Years	15 Working Days plus one day for each year worked after 10 years up to 20 days

Section 2. If an employee leaves the city employ and is rehired, the past service time will not be used for that vacation eligibility.

Section 3. All vacations must be taken in five day increments or mutually agreed with the employee's department head to do otherwise.

Section 4. An employee is not eligible for a paid vacation until he or she has completed 12 consecutive months of service. Employees employed after July 15, 1984, shall take vacation during the service year following the service year to which the vacation was earned, unless mutually agreed with the City Administrator to do otherwise.

Section 5. In the event that a holiday falls within an employees vacation period, such day shall not be counted as a day of vacation.

Section 6. If after the employee has begun his/her vacation the Employer requests and the employee agrees to work during the scheduled vacation period, the employee shall be paid twice his/her regular hourly rate of pay for the hours worked. The employee shall not be charged with vacation time for the hours worked. If the employee voluntarily reports to work during said vacation, straight time shall be paid and vacation shall be rescheduled.

ARTICLE 18

PERSONAL LEAVE

Section 1. All accrued sick leave and vacation time must be used before personal leave of absence is granted by the Council. Length of time will be at the discretion of the Council after discussion with the employee.

ARTICLE 19

MILITARY LEAVE

All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual military leave with pay or as required by military order of the Code of Iowa.

ARTICLE 20

JURY DUTY

Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the City with the execution of meal or travel expenses incurred by the employee. If an employee is summoned as a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business, the employee shall not be entitled to a leave with pay but may use accrued vacation to offset the lost time.

ARTICLE 21

MATERNITY LEAVE

The employee must request in writing for use of maternity leave. She must also state that she intends to return to her position after she is released by her physician. Disabilities caused by

pregnancy and recovery shall be covered by accumulated sick leave or vacation before an employee is placed on unpaid leave.

ARTICLE 22

VOTING

Employees who cannot reach their respective polling place during non-working hours shall be granted time from duty to cast their ballots.

ARTICLE 23

FUNERAL LEAVE

Section 1. An employee shall be granted three (3) days per occurrence for arrangement and/or attendance at the funeral of a wife, husband, mother, father, brother, sister, mother-in-law, father-in-law, children or step-children. Additional time may be granted at the discretion of the City Administrator.

Section 2. An employee shall be granted one (1) day per occurrence for attendance at a funeral of grandparents, spouse's grandparents, grandchildren, aunt, uncle, brother-in-law, or sister-in-law. Additional time may be granted at the discretion of the City Administrator.

Section 3. An employee shall be granted one (1) day per year for attendance at a funeral as an active official participant. Additional time may be granted at the discretion of the City Administrator.

Section 4. Any other such time off will be deducted from the employee's accumulated sick leave.

ARTICLE 24

SICK LEAVE

Section 1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or whereby reason of his exposure to contagious disease, his presence at his post of duty would jeopardize the health of others.

Section 2. Sick leave will be granted at the rate of six (6) days after being employed six (6) months, and then one day per month thereafter, accumulated until ninety (90) days are reached.

Section 3. An employee may use up to three (3) sick leave days per calendar year for the temporary emergency care of an ill or injured member of the employee's immediate family (limited to spouse, children and parents).

Section 4. Sick leave shall be accrued while employees is on paid sick leave.

Section 5. Sick leave shall not accrue during leave of absence without pay, suspension, lay-off or other leave without pay.

Section 6. Employees will be required to furnish a doctor's statement when an absence exceeds five (5) consecutive work days unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in Section 1 above as he deems necessary.

Section 7. Injury on the job will be paid for under the Worker's Compensation Insurance. However, Worker's Compensation payments may be supplemented by accrued sick leave up to the employee's regular gross pay.

Section 8. Sick leave can be taken in **one hour** increments with the approval of the department heads. Employee will notify the department head of appointment for medical, surgical, dental or optical examinations as far in advance of appointment as possible.

Section 9. If an absence due to illness extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave had accrued.

Section 10. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, sick leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave has been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and approved by the Employer, or the employee shall be terminated.

Section 11. Failure on the part of an employee to report immediately at the expiration of leave of absence with or without pay or sick leave, or extension of such leave, except for valid reasons submitted in advance and approved by the Employer, shall be considered as a resignation.

ARTICLE 25

INSURANCE

Section 1. The Employer shall pay all of the individual probationary and permanent employee's premium for group medical insurance.

Section 2. Effective **July 1, 2006** the Employer shall pay up to **\$275.00** of the employee's dependent coverage premium per month.

Effective **July 1, 2007** the Employer shall pay up to **\$300.00** of the employee's dependent coverage premium per month.

Effective July 1, 2008 the Employer shall pay up to \$325.00 of the employee's dependent coverage premium per month.

The deductible for group medical insurance shall be as follows:

	Single	Family
Effective July 1, 2006	\$250	\$500
Effective July 1, 2007	\$350	\$700
Effective July 1, 2008	\$400	\$800

Section 3. The Employer shall pay the insurance premium for thirty (30) days after accrued sick leave and accrued vacation days have been used. After this period of time the employee must reimburse the City monthly if he/she wishes to continue the group insurance coverage.

Section 4. For employees under Worker's Comp, the group insurance will be paid by the City with an approved leave of absence by the Council.

Section 5. The Employer's participation in group insurance coverage shall cease immediately upon the employee's termination.

Section 6. Neither the Union nor the Employer can unilaterally change the medical insurance coverage.

Section 7. City will provide an IRS 125 plan to cover pre-taxed employee deductions on health care premiums and all other deductions allowed by the plan.

ARTICLE 26

PHYSICAL EXAMINATIONS

Section 1. At the City's expense, before being hired, all prospective employees must satisfactorily pass a physical examination given by a local doctor. City Administrator may require an employee to pass a physical examination at the City's expense.

ARTICLE 27

MILEAGE/EXPENSES

The City shall furnish transportation if available. If not available the mileage for driving employee's vehicle shall be the same as state employees. Meals will not exceed \$4 for breakfast, \$5 for lunch and \$10 for dinner and bar bills are excluded. Meal cost limit is not cumulative. All other convention or training expenses such as registration, tuition, banquets, and lodging will be paid. Receipts must be attached to the bills submitted for payment.

ARTICLE 28

ON-CALL PAY DIFFERENTIALS AND CALL OUT PAY

Section 1. When scheduled for on-call duty, employees shall receive their weekly base salary plus the following:

Electrical Department	\$60.00 Weekly
Water Department	\$60.00 Weekly
Sewer Department	\$60.00 Weekly

Employees who make rounds on Saturdays and Sundays will be paid the following:

Water Department	One hour and 30 minutes at time and one-half rate for total rounds on Saturday and Sunday.
Water and Electric Department	
Sewer Department	Three hours at time and one-half rate for total rounds on Saturday and Sunday.
Sewer Department and Electric Dept.	
Sewer Department and Water Dept.	

The on-call duty time period shall be during weekdays from 4:00 p.m. to 7:15 a.m. and during weekends from Friday at 4:00 p.m. through Monday at 7:15 a.m.

Section 2. Employees shall receive call out pay at the rate of one and one-half (1-1/2) times their regular pay, for a minimum of two (2) hours when called out to work during non-scheduled hours during the on-call time period.

Section 3. Employees required to make rounds on a recognized holiday will receive call out pay at the rate of one and one-half 1-1/2) times their regular pay for a minimum of two (2) hours.

ARTICLE 29

LICENSING FEES

Section 1. All license fees, when required, shall be paid by the City. For a chauffeur's license, when required, the City will pay the difference between the costs of an operator's and a chauffeur's license. All late penalties or charges will be paid by the employee. All expenses will be paid for by the City for licensing or certification exams one time per classification.

ARTICLE 30

SAFETY

Section 1. Hard hats shall be worn when required by OSHA or at the discretion of the Employer. The Employer shall bear all costs for these hard hats.

Section 2. The Employer shall pay up to \$150.00 toward the cost of one pair of safety glasses every two (2) years, unless extenuating circumstances warrant it more frequently with the approval of the City Administrator. The Employer shall be responsible for the full examination fee. The Employer shall establish the standard for selection of frames and glasses.

Section 3. The Employer shall pay the cost of Red Cross First Aid certification and CPR certification with prior approval by the City Administrator.

ARTICLE 31

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance: A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the City shall not be considered contract grievances. An employee may represent himself, or may be represented by or accompanied by a representative of the Union during Steps One through Three. Grievances are herein defined and shall be processed in the following manner.

Section 2. Procedures: The investigation or processing of a grievance by the Union representative shall be carried out in a manner which does not interfere with normal operations of the City of Pocahontas, by first obtaining permission of the immediate supervisor, or department head, if immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Union shall have no more than two members investigating or processing a single grievance. Time spent by the Union representatives on a single grievance shall be without pay unless permission is requested from his immediate supervisor in advance, and such permission shall not be unreasonably withheld.

Section 3. Time Limits: If a grievance is not presented within the time limits set herein it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit of any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the city does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and the Union involved in each step. After Step Two, the parties move to arbitration. More than one grievance may be heard by the same arbitrator only by written agreement of the parties. The term "working days" as used in this Article shall mean Monday through Friday inclusive.

Section 4. Step One: Consistent with the intent of the parties that a grievance should be resolved, a grievance shall first be taken up by the grievant and/or his steward in writing on the proper form and submitted to the City Administrator or his designated representative within five

working days of the incident complained of. The City Administrator shall schedule a conference with the grievant, his/her Union steward, and his/her department head within five days of receipt of the complaint. Following the aforesaid conference, the City Administrator shall investigate the grievance and respond to it in writing, sending a copy to the grievant within five days.

Step Two. If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall submit an appeal in writing to the City Council, or its designated representative, within five (5) working days. The City Council or its designated representative shall, within ten (10) working days, make an investigation, discuss the grievance with the grievant, his/her Union representative and respond in writing, sending a copy to the grievant and the Union steward.

Step Three. If the grievance is not settled in accordance with the foregoing procedure, the Union, may, within five (5) working days after receipt of the Employer's answer in Step Two, invoke the impasse procedure with the Iowa Public Employment Relations Board for the purpose of selecting an arbitrator in this Agreement. The decision of the arbitrator shall be binding on both parties. The Union and the City shall share equally all expenses of the arbitrator and meeting rooms. If both parties agree a record of the proceedings shall be made with the cost shared. All witnesses for the case shall be at the expense of the party requesting appearance. The order for striking an arbitrator's name from the list received from Iowa Public Employment Relations Board shall be on a rotation basis with the first party to strike the first time shall be determined by the flip of a coin.

AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following close of hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than fifteen (15) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employees would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services he has received from any source during said period.

No decision of an arbitrator or of the City in any grievance case shall create the basis for retroactive adjustment, or other adjustment in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearing except by mutual agreement between the parties.

Section 5. All grievances will be presented on the attached grievance form. See Appendix B attached hereto for grievance report form.

ARTICLE 32

BREAKFAST MEAL ALLOWANCE

Section 1. Employees called in three hours or more before their starting time shall be reimbursed for breakfast meal allowance of \$2.00 per meal while working snow removal or other emergency unless paid for by the City. To obtain this reimbursement, employee must obtain a receipt from the eating establishment.

ARTICLE 33

PAYROLL

Section 1. Pay periods shall be from the first day to fifteenth day of the month, and from the sixteenth day to the last day of the month.

Section 2. Checks shall be available no later than five (5) working days after the end of the pay period.

Section 3. All payroll deductions shall be split equally between the two pay periods.

ARTICLE 34

JOB TITLES

Section 1. Electrical: Labor/Maintenance Worker, Line Maintenance I, Line Maintenance II, **Line Maintenance III.**

Section 2. Street and Water: Laborer/Solid Waste Collector, Solid Waste Collector III, Utilities Equip. Specialist I, Utilities Equip. Specialist II, Utilities Equip. Specialist III.

Section 3. Sewer: Wastewater Treatment Maintenance Worker, Wastewater Treatment Plant Operator I, Wastewater Treatment Plant Operator II, Wastewater Treatment Plant Operator III.

ARTICLE 35

WAGES

See Appendix A attached hereto and made a part of by reference thereto.

ARTICLE 36

DURATION

The duration of this contract is from July 1, 2006 to June 30, 2009, and shall continue in effect from year to year thereafter unless proper notice of intent to bargain is given by either party not less than thirty (30) days prior to September 15th in any contract year.

ARTICLE 37

MANAGEMENT RIGHTS

Section 1. General. In matters not specifically covered by language within this Agreement, the Employer shall have the clear right to make decisions in such areas, on an unilateral basis, and such decisions shall not be subject to the grievance procedure.

ARTICLE 38

SAVINGS CLAUSE

In the event any specific provisions in this Agreement shall be declared by any Court to be unconstitutional, or in the event the Legislature of the State of Iowa should declare by appropriate legislation any portion of this Agreement to be illegal or void, that these events shall not affect any other provision of this Agreement and the remaining portion of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 21st day of June, 2006.

CITY OF POCAHONTAS, IOWA

/s/ 
Mayor

COMMUNICATIONS WORKER OF
AMERICA

/s/ 
CWA Representative

/s/ 
Bargaining Committee Member

APPENDIX A

<u>ELECTRICAL</u>	<u>Percentage of Supervisor Hourly Wage</u>	<u>7/1/06</u>
Labor/Maintenance Worker	60%	\$13.79
Line Maintenance I	75%	\$17.24
Line Maintenance II	80%	\$18.38
Line Maintenance III	85%	\$19.53
<u>STREET & WATER</u>	<u>Percentage of Supervisor Hourly Wage</u>	<u>7/1/06</u>
Laborer/Solid Waste Collector	70%	\$14.44
Hired after 4/1/06	60%	\$12.38
Solid Waste Collector III	75%	\$15.47
Hired after 7/1/06	65%	\$13.41
Utilities Equipment Specialist I	75%	\$15.47
Utilities Equipment Specialist II	80%	\$16.50
Utilities Equipment Specialist III	85%	\$17.54
<u>SEWER</u>	<u>Percentage of Supervisor Hourly Wage</u>	<u>7/1/06</u>
Wastewater Treatment Maintenance Worker	60%	\$11.88
Wastewater Treatment Plant Operator I	75%	\$14.85
Wastewater Treatment Plant Operator II	80%	\$15.84
Wastewater Treatment Plant Operator III	85%	\$16.83

An employee with licensure in a department outside their normal position will receive an additional twenty-five cents (\$.25) per hour over and above their regular pay grade provided the

employee covers calls for more than one department. Any licensure outside the employee's regular position must be pre-approved by the City Administrator in order to be eligible for the additional twenty-five cents (\$.25) per hour.

**Wages in effect for duration of probationary period will be \$1.00 per hour below the current wage rate. After 180 days the employee will be moved to the current wage rate.

**APPENDIX B
GRIEVANCE REPORT FORM**

City of Pocahontas
CWA Local 7173

Name of Grievant

Grievance # _____

Date Filed _____

FIRST STEP

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Alleged to Have Been Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Grievant/Union

Date

DISPOSITION OF GRIEVANCE

Signature of Employer or Representative

Date

Union: Accept Appeal Reject

Signature of Union

Date